

9-8-1064

OC-1842

1206

Easement

1206

This Indenture made this 10th day of June, 1938
between PACIFIC ELECTRIC RAILWAY COMPANY, a California Corporation, party of the first part,
and the CITY OF RIVERSIDE, a Municipal Corporation of the State of

California,

party of the second part:

Witnesseth: That said party of the first part hereby grants to said party of the second part, easement for highway

purposes, hereinafter termed system, across that part of the right of way or property of said party of the first part in the City of Riverside, County of Riverside State of California, described as follows:

A strip of land 50 feet in width across that certain 50 foot right of way conveyed to the San Bernardino Valley Traction Company by deed recorded in Book 343, Page 7 of Deeds, Records of Riverside County, described as follows:

All that portion of said 50 foot right of way lying between the southeasterly prolongation of the northeasterly and southwesterly lines of Santa Ana Street, 50 feet wide.

The above described 50 foot strip of land being shown colored red on C.E.K. 2131-a hereto attached and made a part hereof.

APPROVED AS TO DESCRIPTION
Lee Nafman
CITY ENGINEER

HIGHWAY EASEMENT

1206

C.E.K. 2131-2

1206

CITY

SANTA ANA

ST. 50'

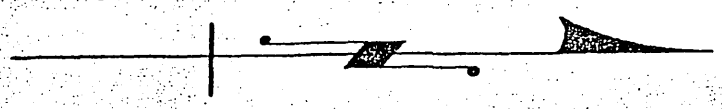
DRIVE 50'

50' Right of way conveyed to the
San Bernardino Valley Traction Co.
by deed recorded in Book 343, Page 7,
of Deeds, Riverside County.

RIVERSIDE

COLUMBIA AVE. 50'

LA CADENA



HIGHWAY EASEMENT

Scale 1" = 40' @ June, 8, 1938

TOGETHER with the right to enter upon and to pass and repass over and along said strips of land and to deposit tools, implements and other material thereon by said party of the second part, its officers, agents and employees and by persons under contract with it and their employees, whenever and wherever necessary for the purpose of constructing, maintaining, reconstructing, inspecting, operating and repairing said system.

IT BEING expressly understood and made a condition of this grant that the right of the party of the first part, its successors or assigns to maintain its present and any future tracks along these parcels shall be recognized as prior in time to this grant.

IN CONSIDERATION of the foregoing grant the party of the second part hereby agrees to indemnify and save harmless the party of the first part, its successors and assigns from any and all damages, claims, demands and liabilities whatsoever growing directly or indirectly out of the construction, reconstruction, maintenance, operation, or removal of said system.

The party of the second part agrees to construct, reconstruct, maintain, operate, remove and alter said system in such manner that it will not interfere in any way whatsoever with the operations of said party of the first part, its successors or assigns, and that the location of said system and all work in connection with the construction, reconstruction, maintenance, operation, removal, alteration, etc., of said system shall be done in a first class workmanlike manner.

The party of the second part agrees that upon completion of any work in connection with said system, as much as possible of the earth excavated from the trenches thereof shall be thrown back into the trenches and the remainder shall be removed from the premises or spread out evenly and smoothly over the surface of the ground, and that all of said back-filling shall be thoroughly packed so that the ground will not sink or cave in after said back-filling is completed.

THE GRANT hereby made is upon the further condition subsequent that the premises aforescribed shall at all times be used by the party of the second part for the purposes hereinbefore set forth, and none other, and if at any time such use shall be abandoned or discontinued, all rights and privileges hereby granted shall forthwith cease and determine and the party of the first part, its successors and assigns shall be restored to its former estate in said premises.

THIS INSTRUMENT is subject to all valid existing contracts, leases, liens or encumbrances which may affect the property and the word "grant" as used herein, shall not be construed as a covenant against the existence of any thereof.

IN WITNESS WHEREOF the parties hereto have caused respective corporate names and seals to be affixed hereunto and these presents executed by their respective officers thereunto duly authorized, the day and year first above written.

PACIFIC ELECTRIC RAILWAY COMPANY,

By

President.

By

Secretary.

CITY OF RIVERSIDE,

By

Mayor

By

City Clerk

State of California
County of Los Angeles

ss.

On this 27 day of

1938, before me,

F. A. ALSPACH

a Notary Public in and for

O. A. SMITH

said County, personally appeared

L. A. LOVELL

known to me to be the

President, and

known to me to be the Secretary of the PACIFIC ELECTRIC RAILWAY COMPANY, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such Corporation executed the same.

Witness my hand and official seal the day and year in this certificate first above written.

1206

RESOLUTION NO. 3195 (NEW SERIES).

RESOLUTION OF THE COUNCIL OF THE CITY OF RIVERSIDE, CALIFORNIA, ACCEPTING AN EASEMENT FOR STREET PURPOSES FROM THE PACIFIC ELECTRIC RAILWAY COMPANY.

Resolved, that the easement dated June 10, 1938, from the Pacific Electric Railway Company, a California corporation, across that part of the right-of-way of said company, situated in the City of Riverside, County of Riverside, State of California, described as follows:

A strip of land 50 feet in width across that certain 50 foot right-of-way conveyed to the San Bernardino Valley Traction Company by deed recorded in Book 343, page 7 of Deeds, Records of Riverside County, described as follows:

All that portion of said 50 foot right-of-way lying between the southeasterly prolongation of the northeasterly and northwesterly line of Santa Ana Street, 50 feet wide.

The above described 50 foot strip of land being shown colored red on C. E. K. 2131-A attached to and made a part of said easement.

said easement to be used for the extension of Santa Ana Street, from La Cadena Drive to Columbia Avenue, be, and the same is hereby, accepted, and the Mayor and City Clerk are hereby authorized to sign said easement on behalf of the City.

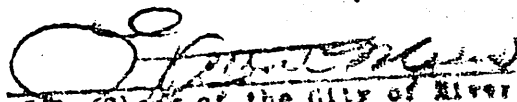
I, G. Albert Mills, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly introduced and adopted by the Council of said City, at its meeting held on the 19th day of July, 1938, by the following vote:

Ayes: Councilmen Redman, Williams, Carter, Barger, Dales, Wells and Tiernan.

Noes: None.

Absent: None.

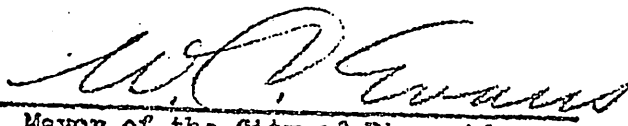
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this 19th day of July, 1938.


City Clerk of the City of Riverside.

I hereby approve the foregoing resolution this 19th day of

2-3195(NS)

July, 1939.


Mayor of the City of Riverside.

TOGETHER with the right to enter upon and to pass and repass over and along said strips of land and to deposit tools, implements and other material thereon by said party of the second part, its officers, agents and employees and by persons under contract with it and their employees, whenever and wherever necessary for the purpose of constructing, maintaining, reconstructing, inspecting, operating and repairing said system.

IT BEING expressly understood and made a condition of this grant that the right of the party of the first part, its successors or assigns to maintain its present and any future tracks along these parcels shall be recognized as prior in time to this grant.

IN CONSIDERATION of the foregoing grant the party of the second part hereby agrees to indemnify and save harmless the party of the first part, its successors and assigns from any and all damages, claims, demands and liabilities whatsoever growing directly or indirectly out of the construction, reconstruction, maintenance, operation, or removal of said system.

The party of the second part agrees to construct, reconstruct, maintain, operate, remove and alter said system in such manner that it will not interfere in any way whatsoever with the operations of said party of the first part, its successors or assigns, and that the location of said system and all work in connection with the construction, reconstruction, maintenance, operation, removal, alteration, etc., of said system shall be done in a first class workmanlike manner.

The party of the second part agrees that upon completion of any work in connection with said system, as much as possible of the earth excavated from the trenches thereof shall be thrown back into the trenches and the remainder shall be removed from the premises or spread out evenly and smoothly over the surface of the ground, and that all of said back-filling shall be thoroughly packed so that the ground will not sink or cave in after said back-filling is completed.

THE GRANT hereby made is upon the further condition subsequent that the premises aforescribed shall at all times be used by the party of the second part for the purposes hereinbefore set forth, and none other, and if at any time such use shall be abandoned or discontinued, all rights and privileges hereby granted shall forthwith cease and determine and the party of the first part, its successors and assigns shall be restored to its former estate in said premises.

THIS INSTRUMENT is subject to all valid existing contracts, leases, liens or encumbrances which may affect the property and the word "grant" as used herein, shall not be construed as a covenant against the existence of any thereof.

IN WITNESS WHEREOF the parties hereto have caused respective corporate names and seals to be affixed hereunto and these presents executed by their respective officers thereunto duly authorized, the day and year first above written.

PACIFIC ELECTRIC RAILWAY COMPANY,

By [Signature] President.

(SEAL)

By [Signature] Secretary.

CITY OF RIVERSIDE,

(SEAL)

By [Signature] Mayor

By [Signature] City Clerk

State of California }
County of Los Angeles } ss.

On this 27 day of June, 1938, before me,

F. A. ALSPACH

a Notary Public in and for

said County, personally appeared O. A. SMITH

known to me to be the _____ President, and L. A. LOVELL

known to me to be the _____ Secretary of the PACIFIC ELECTRIC RAILWAY COMPANY, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such Corporation executed the same.

Witness my hand and official seal the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC in and for the County of Los Angeles, State of California.

1206

above instrument approved
to form.
CITY ATTORNEY, OF THE
CITY OF RIVERSIDE, CALIF.

1508

Transmitted to County Clerk

RECORDED
RECORDED
A. SUNSTEDT

RECEIVED FOR RECORD	
JUL 22 1938	
at 3 o'clock, past / 1st of P. M. at	
City, Clark Riverside, Cal.	
Copy in book No. 380	of
Official Records, page 537	of
Seq. County of Riverside County, California.	
By <i>W.A. [Signature]</i>	Recorder.
Fees, \$ none / 4 <i>ms</i>	

none 14 - [Signature]

(S-1881-5)

1938 JUL 22

[Signature]
[Illegible text]